

paid as follows: \$120. in cash on date of this agreement, and payments of \$120. in cash every three months, beginning February 1, 1932, and each succeeding first day thereafter until the expiration of two years, at the end of which time the unpaid balance was to be paid in full, when a deed of conveyance was to have been made to the said defendants, all of which fully appears in the said contract and agreement, filed and marked, Exhibit A and prayed to be taken as part of the Bill of Complaint.

The said Will F. Clabaugh departed this life on or about the 13th day of April 1935, and by his Last Will and Testament, bearing date of June 11, 1934, certified copy of which was filed and duly accepted for publication by the Orphans Court for Frederick County Maryland and which by virtue of said Last Will and Testament, Norman B. Clabaugh, only child and legal heir of the said Will F. Clabaugh, did inherit the said property, that the said Norman B. Clabaugh, Plaintiff, has been in possession of the property involved since the death of his father and had no knowledge of the said Contract of Sale entered into by his said father and the defendants, until recently when a search of the title was made by a prospective purchaser:

That since the discovery of said Contract of Sale, a diligent search has been made to ascertain the whereabouts of the defendants, but to date, no information as to their identity for whereabouts has been forthcoming.

That the said Defendants, who were transients, as far as can be ascertained, after recording the said Contract of Sale among the land records of Frederick County, failed to make the payments as undertaken and agreed by them and the presumption is, that they have absconded and have not been seen or heard from since.

That the said contract and agreement for the sale of the said property to the Defendants is now recorded in Liber EGH 380, Folio 530, one of the land records of Frederick County Maryland.

That the plaintiff, the said Norman B. Clabaugh, has made an advantageous sale of the said property so agreed to be sold to the Defendants, but said sale has been defeated by refusal of the purchaser to accept title thereto so long as said agreement remains on record unrevoked, and uncanceled.